

APPENDIX N

(AG 11)

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Innovad
MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made April 23, 1993, by and between INNOVAD, having an office at 32310 Mission Blvd. Ste. 131, Union City, CA 94587, and Mr. David T. Thompson, Esq., attorney for Robert Hutto having an office at 5445 Quail Hill Drive, San Diego, CA 92121, and dated 3/10/97 Evening Way L. S. 92037

WHEREAS, the parties wish to discuss the possibility of a design engineering contract between INNOVAD and Robert Hutto

and

WHEREAS, in connection with such discussions the parties will exchange certain information specifically relating to the auto-dialing paging receiver which is confidential, proprietary information of the disclosing party; and

WHEREAS, the parties wish to ensure that all such information is treated with special care to protect its confidential, proprietary nature.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Each party agrees that it will not disclose any confidential information of the other, as specified in this paragraph 1, subparagraphs A through D, to any person, or entity. If such information is in tangible form, it shall be returned to the disclosing party upon request.
 - A. All materials, information and plans, as well as the fact that discussions are taking place, and the identity of the parties involved, shall hereafter be held in confidence, treated as confidential information proprietary to the disclosing party and shall not be disclosed in whole or part to others, or reproduced or copied in whole or in part for any purpose, without the express written consent of the disclosing party.
 - B. Each party will regard and preserve as confidential all information related to the business of the other party. Each party shall not without first obtaining the written consent of the other, disclose to any person, firm or enterprise, or use for its benefit, any information relating to the pricing, methods, process, financial data, lists, apparatus, substances, programs research, development or related information of the other party, concerning past, present or future business activities of the other party.
 - C. Information shall not be deemed "confidential" for purposes of this paragraph 1 to the extent, that such information (i) was acquired by a

party hereto before the contemplated discussions and when such party was under no obligation to keep such information confidential, (2) is or becomes publicly known through no wrongful act of a party hereto, or (3) is received from a third person or entity who is legally entitled to possession of such information.

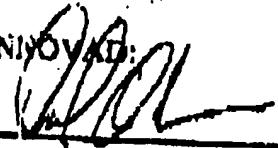
D. Each party further acknowledges and agrees that, in the event of a threatened breach or active breach by it of the provisions of the Agreement, the other party will have no adequate remedy for damages, and, accordingly, shall be entitled to an injunction against such threatened breach. However, no provision in this Agreement shall be construed as a waiver or prohibition of any other legal or equitable remedy for threatened or active breach hereof.

2. Neither party shall advertise, market or otherwise make known to others confidential information, as described in paragraph 1, learned from discussion, occurring pursuant to this Agreement, in a manner which attributes the information to or associates the information with the name of the other party, or its affiliated companies, partners, investors, subsidiaries, licensees, or any other entities.

3. Nothing contained in this Agreement shall be construed as granting or conferring upon a party hereto any proprietary right, by license or otherwise, in any confidential information disclosed by the other party.

IN WITNESS WHEREOP, the parties hereto have caused this Agreement to be executed by their authorized persons as of the date set forth below.

For INNOVATE:

By: 

Title: Owner

Date: 4/28/93

For Positive Technologies

By: 

Title: President

Date: 4/28/93